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## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

| )                       |
|-------------------------|
| ) Case No. 17-21573 CMB |
| ) Chapter 13            |
| ) Docket No.            |
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## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED AUGUST 20, 2018

- 1. Pursuant to 11 U.S.C. Section 1329, the debtor has filed an Amended Chapter 13 Plan dated March 9, 2021. Pursuant to the Amended Chapter 13 Plan, the debtor seeks to modify the confirmed plan in the following particulars:
  - a. Chase Mortgage transferred to Community Loan Servicing. The monthly payment has been changed to match the most recent Notice of Mortgage Payment Change. All prior payment changes of record implemented.
  - b. PNC Bank is to be paid \$280.00 per month with all prior mortgage payment changes of record implemented. The monthly payment is being set in accordance with W.PA.L.BR 3002-4(d).
  - c. Legal fees are being added.
  - d. Remains 100% plan based on timely filed unsecured claims.
  - e. Total balance paid to Acura updated to match the Trustee's payment record.
  - f. The new monthly payment is \$2,422.00 effective March 2021.
- 2. The proposed modification to the confirmed plan will impact the treatment of the claims of the following creditors and in the following particulars:

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- a. Community Loan Servicing will be paid in accordance with the filed payment changes of record.
- b. PNC Bank will be paid \$280.00 per month with all prior payment changes of record implemented.
- c. Treated of unsecured creditors is unchanged.
- 3. The debtor submits that the reason for the modification is as follows:
  - a. See paragraph one.
- 4. The debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The debtor further submits that the proposed modification complies with 11 U.S.C. Section 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the debtor respectfully requests that this Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

Respectfully submitted,

March 18, 2021 DATE /s/ Kenneth Steidl Kenneth Steidl, Esquire Attorney for the Debtor

STEIDL & STEINBERG Suite 2830 – Gulf Tower 707 Grant Street Pittsburgh, PA 15219 (412) 391-8000 PA I. D. No. 34965 Ken.Steidl@steidl-steingberg.com

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| Debtor 1   | Paul<br>First Name  | M. Middle Name   | Ruda<br>Last Name  |  |  | Check if this is   |                       |  |
|--|---|--|--|--|--|--|-----------------------|--|
|  | ristrano  | Wildle Name  | Last Name  |  |  | plan, and list be sections of the  |                       |  |
| Debtor 2<br>(Spouse, if filing)  | First Name  | Middle Name  | Last Name  |  |  | been changed   | •                     | i trat riavo   |
|  |   |  |  |  | 2.1,   | 3.1, 4.3, 5.1, 6.1   |                       |  |
| United States Ba   | ankruptcy Court for the   | Western District of P  | ennsylvania  |  |  |  |                       |  |
|  | 17-21573  |  |  |  |  |  |                       |  |
| (if known)   |   |  |  |  |  |  |                       |  |
| A  | D: ( : ( C  |  |  |  |  |  |                       |  |
|  | District of F   | -  |  |  |  |  |                       |  |
| Chapte   | r 13 Plan   | Dated: Ma  | ır 9, 2021   |  |  |  |                       |  |
|  |   |  |  |  |  |  |                       |  |
| Part 1: Not  | tices   |  |  |  |  |  |                       |  |
| To Debtors:  | indicate that th  | e option is appro  | opriate in your circ   | e in some cases, but the pre-<br>cumstances. Plans that do<br>lan control unless otherwise   | not c  | omply with loca  | al rul                |  |
|  | In the following n  | notice to creditors, y   | ou must check each   | box that applies.  |  |  |                       |  |
| To Creditors:  | YOUR RIGHTS I   | MAY BE AFFECTE   | ED BY THIS PLAN.   | YOUR CLAIM MAY BE REDU   | ICED,  | MODIFIED, OR   | ELIM                  | INATED.  |
|  |   | this plan carefully<br>ny wish to consult o  | •  | our attorney if you have one in  | this b   | oankruptcy case.   | If you                | ı do not have  |
|  | ATTORNEY MU<br>THE CONFIRMA   | IST FILE AN OBJ<br>ATION HEARING,  | ECTION TO CONFI  | YOUR CLAIM OR ANY PRO<br>RMATION AT LEAST SEVEN<br>VISE ORDERED BY THE CO  | l (7) L<br>URT.  | DAYS BEFORE THE COURT IN   | THE I                 | DATE SET F<br>CONFIRM TI   |
|  | ADDITION, YOU  The following ma   | J MAY NEED TO F<br>atters may be of pa   | TILE A TIMELY PRO<br>articular importance.   | ON TO CONFIRMATION IS FI<br>OF OF CLAIM IN ORDER TO<br>Debtor(s) must check one b  | BE P   | AID UNDER ANY<br>n each line to sta  | / PLA<br>ate w        | N.<br>hether the p   |
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(SSA direct deposit recipients only)

(Income attachments must be used by debtors having attachable income)

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| 2.2 | Additional payments:  |  |  |   |  |  |   |   |
|-----|---|--|--|---|--|--|---|---|
|     | Unpaid Filing Fees. available funds.  | The balance of \$  | sha  | ll be fully paid by   | the Trustee t  | the Clerk o                                    | of the Bankruptcy   | Court from the first                    |
|     | Check one.  |  |  |   |  |  |   |   |
|     | None. If "None" is ch   | ecked, the rest of Se  | ection 2.2 need not b  | e completed or i  | eproduced.   |  |   |   |
|     | The debtor(s) will ma amount, and date of e   |  |  | ee from other s   | ources, as sp  | ecified belo                                   | w. Describe the   | source, estimated                       |
| 2.3 | The total amount to be  | paid into the plan   | (plan base) shall  | be computed b   | v the trustee  | based on t                                     | he total amoun  | t of plan payments                      |
|     | plus any additional sou   |  |  |   | ,  |  |   | <b> </b>                                |
| Par | t 3: Treatment of S   | Secured Claims   |  |   |  |  |   |   |
| 3.1 | Check one.  |  | , ,,   |   |  |  |   |   |
|     | The debtor(s) will ma the applicable contract arrearage on a listed ordered as to any iter as to that collateral wi | intain the current co<br>ct and noticed in cor<br>claim will be paid i<br>m of collateral listed | ontractual installment<br>oformity with any app<br>n full through disbu<br>in this paragraph, th | t payments on the policable rules. Treements by the nen, unless other | ne secured cla<br>hese payment<br>trustee, withourwise ordered | s will be dis<br>out interest.<br>by the court | bursed by the tru<br>If relief from th<br>, all payments un | ustee. Any existing e automatic stay is |
|     | Name of creditor  | C  | Collateral   |   | Currer<br>install<br>payme<br>(includ                          | ment   | Amount of arrearage (if any)                                | Start date<br>(MM/YYYY)                 |
|     | Community Loan Se   | rvicing 1  | 112 Meadow Court, F  | Pittsburgh, PA 1  | 5229 \$  | 1,524.03                                       | \$2,581.00  |   |
|     | PNC Bank  | 1  | 112 Meadow Court, F  | Pittsburgh, PA 1  | 5229 \$  | 280.00   | \$0.00  |   |
|     | Insert additional claims as   | needed.  |  |   |  |  |   |   |
| 3.2 | Request for valuation of  | security, payment  | of fully secured cla   | aims, and modif   | fication of un   | dersecured                                     | claims.   |   |
|     | Check one.  |  |  |   |  |  |   |   |
|     | None. If "None" is ch   | ecked, the rest of Se  | ection 3.2 need not b  | e completed or i  | reproduced.  |  |   |   |
|     | The remainder of thi  | is paragraph will be   | e effective only if th   | e applicable bo   | x in Part 1 of   | this plan is                                   | checked.  |   |
|     | The debtor(s) will required below.  | uest, <b>by filing a sep</b>   | arate adversary pro  | oceeding, that th   | ne court deterr  | nine the valu                                  | ue of the secured   | claims listed                           |
|     | For each secured claim list Amount of secured claim.  |  |  |   |  |  |   |   |
|     | The portion of any allowed amount of a creditor's secunsecured claim under Pa                                       | cured claim is listed  | l below as having n  | o value, the cre  | ditor's allowed  | claim will b                                   | e treated in its  |   |
|     | Name of creditor  | Estimated amount<br>of creditor's total<br>claim (See Para. 8.<br>below)                         | Conatoral  | Value of collateral   | Amount of claims senio to creditor's claim                     | Amount of secured claim                        |   | Monthly payment to creditor             |

Insert additional claims as needed.

\$0.00

\$0.00

\$0.00

\$0.00

0%

\$0.00

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| Check one.   None. If 'None' is checked, the rest of Section 3.3 need not be completed or reproduced.   The claims listed below were either:  (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or  (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.  These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.  Name of creditor   Collateral   Amount of claim   Interest   Monthly payment   to creditor   Nissan Motor Acceptance   2012 Nissan Altima (Debtor's son drives, pays for and maintains this vehicle)   \$3,845.66   3.99%   \$0.00   Insert additional claims as needed.  34. Lien Avoidance.  Check one.   None. If 'None' is checked, the rest of Section 3.4 need not be completed or reproduced.   The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judgical lines on composessooy, nonpurchase-money security interests excuring the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request. by filling a separate motion, that the court order the avoidance of a judgical line or security interests the administration between the extent allowed. The impairs such executed the extent of the impairs such exemptions. The amount, if any, of the judgical line or security interests that is avoided will be readed as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judgical line or security interests that in an advaided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(b) and Bankruptoy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.  Name of creditor   Collateral   Check one.   None. If 'None' is checked, the res  | 3.3 | Secured claims excluded from 11   | U.S.C. § 506.   |   |   |   |
|---|-----|---|---|---|---|---|
| The claims listed below were either:  (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or  (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.  These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.  Name of creditor  Collateral  Amount of claim Interest Monthly payment rate  2012 Nissan Altima (Debtor's son drives, pays for and maintains this vehicle)  Insert additional claims as needed.  3.4 Lien Avoidance.  Check one.  None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be offective only if the applicable box in Part 1 of this plan is checked.  The judicial lien or security interest accurring a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interests that is not avoided will be treated as an unsecured claim in Part 5 to the extent acllowed. The amount, if any, of the judicial lien or security interest that is not avoided will be treated as an unsecured claim in Part 5 to the extent acllowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(t) and Bankrutych Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.  Name of creditor  Collateral  Modified principal interest  \$0.00  0%  \$0.00  Insert additional claims as needed.  'If the lien will be wholly avoided, the rest of Section 3.5 need not be completed or reproduced.  The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to  |     | Check one.  |   |   |   |   |
| (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or  (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.  These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.  Name of creditor  Collateral  Amount of claim interest Monthly payment rate or creditor  Nissan Motor Acceptance  2012 Nissan Altima (Debtor's son drives, pays for and maintains this vehicle)  Insert additional claims as needed.  3.4 Lien Avoidance.  Check one.  None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be effective only if the applicable box in Part of this plan is checked.  The judicial fliens or nonposeassory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial flien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial flien or security interest that is not avoided will be paid in full as a secured claim under the plan See 11 U.S.C. § 522(f) and Barkruptor Rule 4003(g). If more than one lien is to be avoided, provide the information separately for each allowed. The amount of the plan is the debtor of the calculation of the calculation of the calculation of the calculation of the part is the security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Barkruptor Rule 4003(g). If more than one lien is to be avoided, provide the information separately for each allowed. The amount of the plan is the secure of collateral.  Check one.  None. If "None" is    |     | None. If "None" is checked, the   | rest of Section 3.3 need not be completed of  | or reproduced.  |   |   |
| use of the debtor(s), or  (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.  These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.  Name of creditor  Collateral  Amount of claim Interest Monthly payment rate to creditor  Nissan Motor Acceptance  2012 Nissan Altima (Debtor's son drives, pays for and maintains this vehicle)  Sa,845.66  3.99%  \$0.00  Insert additional claims as needed.  Lien Avoidance.  Check one.  None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced.  The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.  The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest is avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(b) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.  Name of creditor  Collateral  Modified principal interest Monthly payment or pro rata  \$0.00  0%  \$0.00  Insert additional claims as needed.  "If the lien will be wholly avoided, insert \$0 for Modified principal balance."  Surrender of Collateral.  Check one.  None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.  The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 382(a) be terminated as to the collater |     | The claims listed below were eit  | her:  |   |   |   |
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| The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.  Name of creditor  Collateral  Modified principal balance*  Monthly payment or pro rata  *So.00  0%  \$0.00  Insert additional claims as needed.  *If the lien will be wholly avoided, insert \$0 for Modified principal balance.  None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.  The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.  Name of creditor   |     | Check one.  |   |   |   |   |
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| balance*   rate   or pro rata   |     | debtor(s) would have been entited the avoidance of a judicial lien of any judicial lien or security interest of the judicial lien or security interest. | eled under 11 U.S.C. § 522(b). The debtor(<br>or security interest securing a claim listed be<br>est that is avoided will be treated as an unsi-<br>derest that is not avoided will be paid in full | s) will request, <b>by filing</b><br>low to the extent that it<br>ecured claim in Part 5 to<br>as a secured claim und | i a separate m<br>impairs such e<br>o the extent all<br>ler the plan. S | notion, that the court order exemptions. The amount of lowed. The amount, if any, |
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| Check one.  None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.  The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.  Name of creditor  Collateral  |     | *If the lien will be wholly avoided, ins  | ert \$0 for Modified principal balance.   |   |   |   |
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| confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.  Name of creditor  Collateral   |     | None. If "None" is checked, the   | e rest of Section 3.5 need not be completed   | or reproduced.  |   |   |
|   |     | confirmation of this plan the stay  | y under 11 U.S.C. § 362(a) be terminated a  | s to the collateral only a  | and that the sta  | ay under 11 U.S.C. § 1301   |
| Insert additional claims as needed.   |     | Name of creditor  | Collater  | al  |   |   |
| Insert additional claims as needed.   |     |   |   |   |   |   |
| Insert additional claims as needed.   |     |   |   |   |   |   |
|   |     | Insert additional claims as needed.   |   |   |   |   |

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### 3.6 Secured tax claims.

| Name of taxing authority | Total amount of claim | Type of tax | Interest<br>rate* | Identifying number(s) if collateral is real estate | Tax periods |
|--------------------------|-----------------------|-------------|-------------------|--|-------------|
|                          | \$0.00                |             | 0%                |  |             |

Insert additional claims as needed.

\* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

**Treatment of Fees and Priority Claims** 

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

### 4.3 Attorney's fees.

| Attorney's fees are payable to Steidl & Steinberg .                    | In addition to a retainer of    | \$ <u>600.00</u> ( | of which \$50   | 0.00 <sub>v</sub> | vas a  |
|--|---------------------------------|--------------------|-----------------|-------------------|--------|
| payment to reimburse costs advanced and/or a no-look costs deposit     | ) already paid by or on behalf  | of the debtor,     | the amount of   | \$2,500.00        | is     |
| to be paid at the rate of \$100.00 per month. Including any retain     | ner paid, a total of \$         | in fees and        | costs reimburs  | ement has         | been   |
| approved by the court to date, based on a combination of the n         | o-look fee and costs deposi     | t and previous     | ly approved a   | application(s     | s) for |
| compensation above the no-look fee. An additional \$ 2,000.00 w        | rill be sought through a fee ap | plication to be    | filed and appr  | oved before       | e any  |
| additional amount will be paid through the plan, and this plan contai  | ns sufficient funding to pay th | at additional a    | mount, withou   | t diminishin      | g the  |
| amounts required to be paid under this plan to holders of allowed unse | ecured claims.                  |                    |                 |                   |        |
|  |                                 |                    |                 |                   |        |
| Check here if a no-look fee in the amount provided for in Local Ba     | nkruptcy Rule 9020-7(c) is bei  | ng requested fo    | or services ren | dered to the      | Э      |

debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of

## compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

| Name of creditor | Total amount of claim | Interest<br>rate<br>(0% if blank) | Statute providing priority status |
|------------------|-----------------------|-----------------------------------|-----------------------------------|
|                  | \$0.00                | 0%                                |                                   |

Insert additional claims as needed.

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| 4.5 | <b>Priority Domestic Suppor</b> | Obligations not assigned or | r owed to a governmental unit. |
|-----|---------------------------------|-----------------------------|--------------------------------|
|-----|---------------------------------|-----------------------------|--------------------------------|

|   | If the debtor(s) is/are currently paying Domestic 8 debtor(s) expressly agrees to continue paying and r   |   |                        |                                   |                             |
|---|---|---|------------------------|-----------------------------------|-----------------------------|
|   | Check here if this payment is for prepetition arr   | earages only.                               |                        |                                   |                             |
|   | Name of creditor (specify the actual payee, e.g. P. SCDU)   | A Description                               |                        | Claim                             | Monthly payment or pro rata |
|   |   |   |                        | \$0.00                            | \$0.00                      |
|   | Insert additional claims as needed.   |   |                        |                                   |                             |
| 6 | Domestic Support Obligations assigned or ower Check one.  | d to a governmental ।                       | unit and paid less tha | an full amount.                   |                             |
|   | None. If "None" is checked, the rest of Section  The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mo | based on a Domest<br>the full amount of the | ic Support Obligatio   |                                   |                             |
|   | Name of creditor  |   | Amount of claim to     | be paid                           |                             |
|   |   |   |                        | \$0.00                            |                             |
|   | Insert additional claims as needed.   |   |                        |                                   |                             |
| 7 | Priority unsecured tax claims paid in full.   |   |                        |                                   |                             |
|   | Name of taxing authority To   | otal amount of claim                        | Type of tax            | Interest<br>rate (0% if<br>blank) | Tax periods<br>f            |
|   |   | \$0.00                                      |                        | 0%                                |                             |
|   | Insert additional claims as needed  |   |                        |                                   |                             |

insert additional claims as needed

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

### 5.1 Nonpriority unsecured claims not separately classified.

Debtor(s) **ESTIMATE(S)** that a total of \$12,303.61 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) **ACKNOWLEDGE(S)** that a **MINIMUM** of \$\_12,303.61 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

| 5.2 | Maintenance of | payments and cu | ure of any def | fault on nonpriorit | y unsecured claims |
|-----|----------------|-----------------|----------------|---------------------|--------------------|
|     |                |                 |                |                     |                    |

| ion 5.2 need not be complet | ted or reproduced.  |  |  |
|-----------------------------|---|--|--|
| l plan payment. These pay   | ments will be disbursed by  |  |  |
| Current installment payment | Amount of arrearage to be paid on the claim   | Estimated total payments by trustee  | Payment<br>beginning<br>date (MM/<br>YYYY)   |
| \$0.00                      | \$0.00  | \$0.00   |  |
|                             | nstallment payments and cull plan payment. These pay and disbursed by the trusted Current installment payment | I plan payment. These payments will be disbursed by and disbursed by the trustee.  Current installment Amount of arrearage payment to be paid on the claim | nstallment payments and cure any default in payments on the unsecured claims I plan payment. These payments will be disbursed by the trustee. The claim for and disbursed by the trustee.  Current installment |

Insert additional claims as needed.

### 5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

| Name of creditor | Monthly payment | Postpetition account number |
|------------------|-----------------|-----------------------------|
|                  | \$0.00          |                             |

Insert additional claims as needed.

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|     | Check one.  |  |  |   |  |  |  |
|-----|---|--|--|---|--|--|--|
|     | None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.  |  |  |   |  |  |  |
|     | The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:   |  |  |   |  |  |  |
|     | Name of creditor  | Basis for separate cla<br>treatment  | ssification and  | Amount of arrearag  | rate p   | estimated total<br>payments<br>by trustee                          |  |
|     |   |  |  | \$0.00  | 0%   | \$0.00   |  |
|     | Insert additional claims as need  | ded.   |  |   |  |  |  |
| Par | 6: Executory Contrac  | ts and Unexpired Leases  |  |   |  |  |  |
| 6.1 | None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced.  Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the |  |  |   |  |  |  |
| 6.1 | and unexpired leases are rejectives one.  None. If "None" is checked  | d, the rest of Section 6.1 need not be o   | completed or repro   | duced.  |  | ·  |  |
| 6.1 | and unexpired leases are rejectives one.  None. If "None" is checked Assumed items. Current   | d, the rest of Section 6.1 need not be o   | completed or repro   | duced.  |  | disbursed by the   |  |
| 6.1 | and unexpired leases are rejective check one.  None. If "None" is checked trustee.  | d, the rest of Section 6.1 need not be of installment payments will be disk.  Description of leased property or executory contract                               | completed or repro<br>oursed by the tru<br>Current<br>installment            | duced.  stee. Arrearage pay  Amount of arrearage to be      | ments will be<br>Estimated to<br>payments by             | disbursed by the<br>tal Payment<br>beginning<br>date (MM/<br>YYYY) |  |
| 6.1 | and unexpired leases are rejective.  Check one.  None. If "None" is checked.  Assumed items. Current trustee.  Name of creditor   | d, the rest of Section 6.1 need not be of installment payments will be disk Description of leased property or executory contract  2016 Acura ILX - Lease Expired | completed or repro<br>oursed by the tru<br>Current<br>installment<br>payment | duced.  stee. Arrearage pay  Amount of arrearage to be paid | yments will be<br>Estimated to<br>payments by<br>trustee | disbursed by the<br>tal Payment<br>beginning<br>date (MM/<br>YYYY) |  |

### Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Sign

**Signatures** 

### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

| X                                | X                         |  |
|----------------------------------|---------------------------|--|
| Signature of Debtor 1            | Signature of Debtor 2     |  |
| Executed on                      | Executed on               |  |
| MM/DD/YYYY                       | MM/DD/YYYY                |  |
| X/s/ Kenneth Steidl              | Date <b>Mar 18</b> , 2021 |  |
| Signature of debtor(s)' attorney | MM/DD/YYYY                |  |

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